

File No.: \_\_\_\_\_  
Bond No.: \_\_\_\_\_  
Premium: \_\_\_\_\_

**BOND FOR MATERIAL AND LABOR**  
**(To Be Used Prior To Approval of Subdivision Improvement Agreement)**

WHEREAS, the City Council of the City of Chula Vista, County of San Diego, State of California, and \_\_\_\_\_ (hereinafter "Principal") desire to enter into a Subdivision Improvement Agreement (hereinafter referred to as "Agreement") whereby Principal agrees to install and complete certain designated public improvements for the project known as \_\_\_\_\_; and

WHEREAS, Principal desires to commence construction of said public improvements prior to approval of said Agreement by the City Council of the City of Chula Vista; and,

WHEREAS, the City of Chula Vista, County of San Diego, State of California, has issued to Principal Construction Permit No. \_\_\_\_\_ (hereinafter referred to as "Permit") for the public improvement work as set forth in more detail on City of Chula Vista Drawing Nos. \_\_\_\_\_ through \_\_\_\_\_, regarding construction of said public improvements, which Permit is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said Permit, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chula Vista to secure the claims to which reference is made in Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California and will be required to maintain such bond pursuant to the Agreement.

NOW THEREFORE, said Principal and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, (hereinafter "Surety"), are held and firmly bound unto the City of Chula Vista, a municipal corporation (hereinafter "City") in the County of San Diego, State of California, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Permit and referred to in the aforesaid Code of Civil Procedure in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the terms, covenants, conditions, and provisions of said Permit and the subsequent Agreement, which is incorporated herein and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, as to installation and completion of said public Improvements both prior to and subsequent to City approval of the Agreement and in all respects according to

their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Permit or the Agreement or to the work or to the specifications.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, and including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

In addition to the acts bonded for pursuant to the Permit incorporated above and all terms, conditions and provisions of the Agreement, the following acts and performances are additionally subject to the terms of this bond:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Principal (Applicant)

By\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_  
Name of Surety Company

By\_\_\_\_\_

\_\_\_\_\_  
Address of Surety Company

\_\_\_\_\_  
Bond/Policy No.

\_\_\_\_\_  
City                      State                      Zip Code

**ABOVE-SIGNATORIES MUST BE NOTARIZED**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney